

# Protecting Our Water Environment

## Metropolitan Water Reclamation District of Greater Chicago

100 EAST ERIE STREET

CHICAGO, ILLINOIS 60611

312 / 751-5600

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Acting Attorney  
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5/10/91  
permits

EPA Region 5 Records Ctr.



311121

May 10, 1991

Mr. Jerome D. Oskvarek  
Ecology and Environment, Inc.  
111 W. Washington Street  
Chicago, Illinois 60604

RE: Three Month Permit Agreement to Sample Ground  
Water Beneath District Land

Dear Mr. Oskvarek:

Enclosed herein are three copies of a Permit Agreement between the Metropolitan Water Reclamation District of Greater Chicago and Ecology and Environment, Inc. in connection with the above referenced subject.

Please execute all three copies of said Agreement, have the signature notarized and return all three copies to this office, together with a copy of your insurance policy as required under paragraph 5.02. We will then circulate the Agreement here for execution and when completed, will return a fully executed copy to you for your file.

Should you have any questions, please contact Mr. Ted Williamson at 751-6568.

Very truly yours,

Frederick M. Feldman  
Head Assistant Attorney

FMF:TW:rk

Enclosure

## P E R M I T

THIS PERMIT made this 2nd day of May, 1991, by and between THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a municipal corporation, organized and existing under the laws of the State of Illinois, hereinafter called "District," and ECOLOGY AND ENVIRONMENT, INC., an Illinois corporation organized and existing under the laws of the State of Illinois, hereinafter called "Permittee."

### ARTICLE ONE

1.01 The District for and in consideration of the payment of the permit fees hereinafter set forth, hereby issues to the Permittee a permit and license to use the following described real estate, situated in the County of Cook, State of Illinois, for the sole and exclusive purpose of installing six (6) monitoring wells at six (6) different locations on leasehold premises currently leased to Hannah Marine Corp., for groundwater investigation including taking samples at said wells, and for no other purpose whatsoever. (For pictorial representation of permit premises, see Exhibit A, attached hereto and made a part hereof).

1.02 This Permit shall be effective from the 2nd day of May, 1991, to the 1st day of August, 1991, at which time Permittee shall vacate said premises and remove Permittee's effects therefrom at Permittee's cost, unless said Permit shall be terminated sooner by virtue of the provisions hereinafter provided.

### ARTICLE TWO

2.01 Permittee hereby agrees that in consideration for the granting of this Permit, Permittee shall pay to the District the sum of ONE DOLLAR (\$1.00).

### ARTICLE THREE

3.01 Permittee agrees and specifically understands that this Permit is confined solely to the non-exclusive privilege to Permittee to use the premises set forth in Article One, and no other; that the authority and permission herein given does not thereby grant unto Permittee any interest or estate in the said lands of the District and that the District retains dominion, possession and control of said lands, including access thereto at all times.

3.02 Permittee further agrees and specifically understands that the District shall have the right to enter upon the premises herein described for the purpose of making such surveys, soil borings or other purposes as may be deemed necessary by the District in the furtherance of its corporate purpose.

3.03 The District shall not be liable for any loss, cost or damage to the Permittee by reason of the exercise of the right to make such surveys, soil borings or other purposes as may be deemed necessary by the District in the furtherance of its corporate purpose.

### ARTICLE FOUR

4.01 The District hereby reserves the right to terminate this Permit when determined by the District's General Superintendent that the Permit premises are required for the corporate purposes of the District, upon giving ninety (90) days notice, in writing, of such termination to Permittee and there upon Permittee shall vacate said premises and remove its effects therefrom, at Permittee's cost.

4.02 In the event Permittee uses or allows the premises to be used for any illegal or immoral purposes, or for any purpose other than that hereinabove specifically provided, or violates any of the provisions hereof, this Permit may be terminated by the District upon giving three (3) days notice, in writing, to Permittee, and thereupon Permittee shall forthwith vacate said premises and remove Permittee's effects therefrom, at Permittee's cost.

4.03 The District shall not be liable to Permittee for any loss, cost or damage incurred by the Permittee by reason of the exercise of the right of the District to cancel this Permit.

#### ARTICLE FIVE

5.01 The Permittee shall be solely responsible for and shall defend, indemnify, keep and save harmless the District, its Commissioners, officers, agents and employees, against all injuries, deaths, losses, damages, claims, patent claims, liens, suits, liabilities, judgments, costs and expenses, which may in any wise accrue, directly or indirectly, against the District, its Commissioners, officers, agents or employees, in consequence of the granting of this Permit, or which may in anywise result therefrom or from any work done hereunder, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Permittee, or Permittee's employees, or of any contractor or subcontractor, or their employees, if any, and the Permittee shall, at Permittee's sole expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the District, its Commissioners, officers, agents or employees, in any such action, the Permittee shall, at the Permittee's sole expense, satisfy and discharge the same.

5.02 The Permittee, prior to entering upon said premises and using the same for the purposes for which this Permit is issued, shall procure, maintain and keep in force, at Permittee's or Permittee's contractors expense, public liability and property damage insurance in which the District, its Commissioners, officers, agents and employees, are a named insured from a company to be approved by the District, said policy with limits of not less than:

Bodily Injury Liability  
\$3,000,000.00

Property Damage Liability  
\$1,000,000.00

Prior to entering upon said premises, and thereafter on the anniversary of said policy, the Permittee shall furnish to the District certificates of such insurance or other suitable evidence that such insurance coverage has been procured and is maintained in full force and effect. Such insurance shall provide that no change, modification in or cancellation of any insurance shall become effective until the expiration of ten (10) days after written notice thereof shall have been given by the insurance company to the District. The provisions of this paragraph shall in no wise limit the liability of the Permittee as set forth under the provisions of Paragraph 5.01, above.

5.03 Permittee expressly understands and agrees that any insurance protection required by this Permit, or otherwise provided by Permittee, shall in no way limit the responsibility to defend, indemnify, keep and save harmless the District, as hereinabove provided.

#### ARTICLE SIX

6.01 It is further expressly understood that the District shall not be liable to the Permittee for any loss, cost, or expense which the Permittee shall sustain by reason of any damage to its property or business caused by or growing out of the construction, repair, reconstruction, maintenance, existence, operation, or failure of any of the sewers, structures, or other works or equipment of the District now located or to be constructed on said premises, or on the land of the District adjacent to said premises.

6.02 The Permittee also agrees that if the District incurs any additional expense for additional work which the District would not have had to incur if this Permit had not been executed, then, in that event, the Permittee agrees to pay to the District such additional expense as determined by the Chief Engineer of the District, promptly upon rendition of bills therefor to the Permittee.

## ARTICLE SEVEN

7.01 It is understood and agreed by and between the parties hereto that the Permittee shall not erect any structure of any type or kind upon said premises except with the consent, in writing, of the Chief Engineer first had and obtained.

7.02 The Permittee, prior to entering upon said premises and using the same for the purposes for which this Permit is granted, shall obtain all permits, consents and licenses which may be required under any and all statutes, laws, ordinances and regulations of the District, the United States of America, the State of Illinois, the County, or the city, village, town or municipality in which the subject property is located, and furnish to the District suitable evidence thereof.

7.03 The Permittee covenants and agrees not to maintain any nuisance? on the demised premises which shall be in any manner injurious to the health and comfort of persons residing or being in the vicinity of said premises, and the Permittee covenants and agrees that it shall strictly comply with any and all statutes, laws, ordinances and regulations of the District, the United States of America, the State of Illinois, the County and the city, village, town or municipality in which the subject property is located, which in any manner affect this Permit, any work done hereunder or control or limit in any way the actions of Permittee, its agents, servants and employees, or of any contractor or subcontractor of Permittee, or their employees.

7.04 The Permittee covenants and agrees that it shall strictly comply with any and all statutes, laws, ordinances and regulations of the District, the United States of America, the State of Illinois, the County and the city, village, town or municipality in which the subject property is located, which in any manner affect this Permit, any work done hereunder or control or limit in any way the actions of Permittee, its agents, servants and employees, or of any contractor or subcontractor of Permittee, or their employees.

7.05 Permittee covenants and agrees that on or before the termination date of this Permit, Permittee shall remove or cause to be removed, any and all debris on the premises described in this Permit, and any and all equipment, facilities, or other things erected or placed upon said premises, and will yield up said premises to the District in as good condition as when the same was entered upon by Permittee. Upon Permittee's failure so to do, the District may do so at the sole expense and cost of Permittee.

#### ARTICLE EIGHT

8.01 Any notice herein provided to be given shall be deemed properly served if delivered in writing personally or mailed by registered or certified mail, postage prepaid, return receipt requested, to the District in care of the General Superintendent, 100 East Erie Street, Chicago, Illinois 60611, or to the Permittee in care of:

Ecology and Environment, Inc.  
111 West Jackson Blvd.  
Chicago, Illinois 60604  
c/o Jerome D. Oskvarek

or to such other persons or addresses as either party may from time to time designate in writing.

8.02 In the event that the Permittee hereinabove contemplated shall consist of two or more parties, each and every party shall be jointly and severally liable for the faithful and complete performance of each and every provision of this Permit.

8.03 Permittee expressly acknowledges that the District has made no representations, warranties, express or implied, as to the adequacy, fitness or condition of permit premises or the improvements upon the permit premises. Permittee accepts the permit premises and the improvements thereon, if any, "AS-IS" and "WITH ALL FAULTS". Permittee acknowledges that it has inspected the permit premises and has satisfied itself as to the adequacy, fitness and condition thereof.

8.04 Copies of all sampling results, testing results, findings and reports including information regarding rescoring the site shall be provided by Permittee at no cost to the District and Hannah Marine Corp., the Lessee of the premises.

8.05 This Permit is subject to and subordinate to the lease of Hannah Marine Corporation which has the right of possession under its lease dated August 23, 1951.

IN WITNESS WHEREOF, on the day and year first above written, the parties hereto have caused these presents, including Riders and Exhibits, if any, to be executed in triplicate by their duly authorized officers, duly attested and their corporate seals to be hereunto affixed.

THE METROPOLITAN WATER RECLAMATION DISTRICT  
OF GREATER CHICAGO

By: \_\_\_\_\_  
Chairman, Committee on Finance

ATTEST:

\_\_\_\_\_  
Clerk

ECOLOGY AND ENVIRONMENT, INC.

By: \_\_\_\_\_

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Clerk



STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, \_\_\_\_\_ Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Gloria Alitto Majewski, personally known to me to be the Chairman of the Committee on Finance of the Board of Commissioners of The Metropolitan Water Reclamation District of Greater Chicago, a municipal corporation, and Gus G. Sciacqua, personally known to me to be the Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Chairman of the Committee on Finance and such Clerk, they signed and delivered the said instrument as Chairman of the Committee on Finance of the Board of Commissioners and Clerk of said municipal corporation, and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Commissioners of said municipal corporation, as their free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_,  
A.D. 19\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires:  
\_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, \_\_\_\_\_ a Notary Public in and for said County,  
in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_,  
personally known to me to be the \_\_\_\_\_ President of  
\_\_\_\_\_,  
a \_\_\_\_\_ corporation, and \_\_\_\_\_,  
personally known to me to be the same persons whose names are subscribed to  
the foregoing instrument, appeared before me this day in person and severally  
acknowledged that as such \_\_\_\_\_ President and such Clerk  
(Secretary) they signed and delivered the said instrument as \_\_\_\_\_  
President and such Clerk (Secretary) of said \_\_\_\_\_ corporation  
and caused the corporate seal of said \_\_\_\_\_ corporation to be affixed  
thereto pursuant to authority given by the Board of \_\_\_\_\_ of  
said \_\_\_\_\_ corporation, as their free and voluntary act and as the  
free and voluntary act and deed of said \_\_\_\_\_ corporation, for the  
uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_ day of  
\_\_\_\_\_, A.D. 19\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:  
\_\_\_\_\_

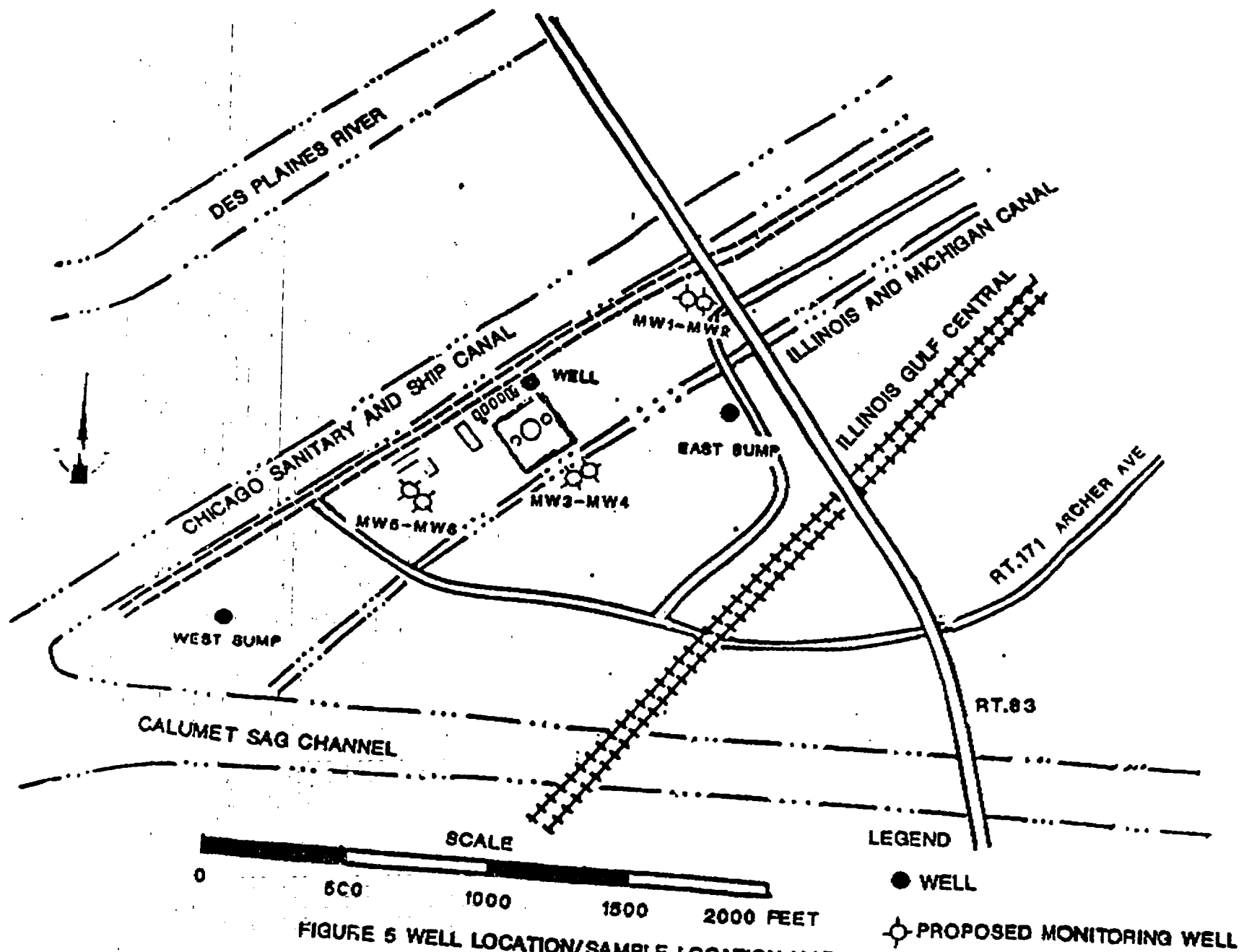


FIGURE 5 WELL LOCATION/SAMPLE LOCATION MAP

APPROVED as to Form and Legality

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Head Assistant Attorney

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Attorney

APPROVED:

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General Superintendent